Lease Agreement

Xerox

Customer: TRANSPORTATION, KANSAS DEPARTMENT OF

BillTo: STATE OF KS DEPT OF
TRANSPORTATION
700 Sw Harrison St
Topeka, KS 66603-3745

Install: STATE OF KS DEPT OF
TRANSPORTATION
Scott Otipoby
700 Sw Harrison St
Topeka, KS 66603-3745

Negotiated Contract : 072433500

Product Desc.   *Agreement Info*   *Trade-in Info*   *Install date*

Solution	Product Desc.	Agreement Info	Trade-in Info	Install date
1. 4112CPC (4112 COPIER/PRINTER) · D4 Z-folder · 2 Tray Oversize Hcf · D5 Bklflnshr Xo 2/3 · Customer Ed · Analyst Services		Lease Term: 60 months Purchase Option: FMV	· Xerox 4110CP S/N WEY104069 Trade-in as of Payment 15	~~6/16/2011~~ 7/1/11

Lease   *Print Charges*   *Maintenance Plan Features*

Monthly Pricing	Lease	Print Charges			Maintenance Plan Features
1. 4112CPC	$1,760.79	1: Total	All Prints	$0.0020	· Consumable Supplies Included for all prints · Pricing Fixed for Term
Total	$1,760.79	Minimum Payments (Excluding Applicable Taxes)			

" The Provisions found in the Contractual
Provisions Attachment (Form DA-146a, Rev. 04-
11), which is attached hereto, are hereby
incorporated in this contract and made a part
thereof."

Accepted For Xerox Corporation
BY: _____
John C Wallace
Operations Leader
Date: May 27, 2-11

Authorized Signature cem 5/26/11 Jew 5/27/11

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.	Thank You for your business! This Agreement is proudly presented by Xerox and
Signer: Deana Merryman Phone: 785-296-3545 Signature: _____ Date: 5/31/11	David L Yourdon (316)680-8013 For information on your Xerox Account, go to www.xerox.com/AccountManagement

cem 5/26/11 Jew 5/27/11

xerox

Terms and Conditions

INTRODUCTION:
1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

SOLUTION/SERVICES:
2. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server/DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready, FreeFlow Process Manager, FreeFlow Output Manager, FreeFlow Web Services, and FreeFlow Print Manager Advanced Print Path ("FreeFlow Application Software") and will be additive to and supplement those found elsewhere in this Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

A. FreeFlow Software may contain Java technology licensed from Oracle Corporation ("Oracle"). You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements through a separate agreement available at www.java.net. Oracle supports and thanks the global community of open source developers for its important contributions. Oracle benefits from this community through the open standards-based technology from which many of Oracle's products were developed. Please note that portions of FreeFlow Software may be provided with notices and licenses from open source developers and other third parties that govern the use of those portions. Any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all FreeFlow Software.

B. FreeFlow Base Software may contain Intellifont Software licensed from Monotype Imaging, Inc. ("Monotype"). You acknowledge that title to the Intellifont Software remains at all times with Monotype and agree not to disclose the Intellifont Software to any third party without the prior written consent of Monotype and Xerox.

C. FreeFlow Software may include and/or incorporate certain software provided by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110 ("Adobe").
1. Adobe, Adobe Configurable PostScript Interpreter, Adobe Normalizer, Adobe PostScript® and Adobe PDF Library (individually and collectively 'Adobe Software") are either registered trademarks or trademarks of Adobe in the United States and/or other countries. Any use by you of trademarks permitted hereunder will be in accordance with accepted trademark practice, including identification of the trademark owner's name.
2. Adobe is a third party beneficiary of this Agreement to the extent that this Agreement contains provisions which relate to your use of Adobe Software. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to Xerox.
3. You are granted the right to use (a) the digitally-encoded machine-readable outline data ("Font Programs") encoded in the special format and in the encrypted form ("Coded Font Programs") to produce weights, styles, and versions of letters, numerals, characters and symbols ("Typefaces") on the unit(s) of Equipment with which the Coded Font Programs were provided by Xerox, or if you install FreeFlow Application Software on a computer that you supply, then only on such computer; and (b) the trademarks used by Xerox to identify the Coded Font Programs and Typefaces only to identify printed output produced by the Coded Font Programs.
4. You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula.html, you may also embed copies of that Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.
5. If you license FreeFlow Process Manager without also licensing the 100-User PDF Conversion or the Maximum-User PDF Conversion option, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes. If you have also licensed the 100-User PDF Conversion option, you may use FreeFlow Process Manager to convert files into the Adobe PDF format for a maximum of one hundred (100) users.
6. If you license FreeFlow Web Services, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent

printing purposes.
7. Adobe disclaims, to the extent permitted under applicable laws, any warranty obligations or other liabilities on the part of Adobe or its suppliers.
D. You will not, without the prior written consent of Xerox and its licensors:
1. Alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output.
2. Use the FreeFlow Software in any way that is not authorized by this Agreement.
3. Use the embedded code within the FreeFlow Software outside of the equipment on which it was installed in a stand-alone, time-share or service bureau model.
4. Disclose the results of any performance or benchmark tests of the FreeFlow Software.
5. Use the FreeFlow Software for any purpose other than to carry out the purposes of this Agreement.
6. Disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.
E. Upon not less than forty-five (45) days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities. You agree to cooperate with the audit and provide reasonable assistance and access to information including, but not limited to, relevant records, agreements, workstations, servers, and technical personnel. ~~If an audit reveals that you have underpaid fees in excess of five percent (5%), then you will pay Xerox's and/or its licensors' reasonable costs of conducting the audit.~~
F. In the event FreeFlow Process Manager is subject to a lending or leasing arrangement entered into with a party other than Xerox ("Financing Arrangement"), then, for the shorter of ten (10) years from the date of such Financing Arrangement or the specified term thereof, the party that provides the Financing Arrangement will not be prevented from enforcing a valid security interest by the nontransferable nature of the license granted to you hereunder, provided that the rights acquired by such party will otherwise be restricted in accordance with the terms set forth in this Agreement governing Application Software.
G. If you license FreeFlow Makeready Copyright Management ("FFCM"), the following terms apply:
1. You will not disclose the results of any benchmark test of Microsoft SQL Server to any third party without Microsoft's prior written approval.
2. If you use the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"), you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rightsholder terms governing use of materials, which are accessible in FFCM.
3. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM.
4. THE CCC SERVICE IS PROVIDED 'AS IS', WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.
H. If you install FreeFlow Application Software on a computer that you supply, the following terms apply:
1. You may only install and use FreeFlow Process Manager on a computer having the ability to run a maximum of four processors.
2. Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation").
3. IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A Workstation, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES.
4. You are solely responsible for: (a) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (b)

Terms and Conditions

compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (c) ensuring that such Workstation meets Xerox's published specifications. Xerox reserves the right to charge a fee at its then-current time-and-materials rate for any time spent supporting a Workstation that does not meet Xerox's published specifications.

FreeFlow Process Manager contains either Oracle Database Standard Edition ("Database Standard Edition") or Oracle Database Express Edition ("Database Express Edition") database software and documentation (collectively, "Oracle Software") licensed from Oracle.

A. If FreeFlow Process Manager contains Database Standard Edition, the following additional terms apply:

1. You will not assign or transfer Database Standard Edition or any interest therein to any third party (in the event you grant a security interest in Database Standard Edition, the secured party has no right to use or transfer Database Standard Edition).

2. You will not make Database Standard Edition available to any third party for any purpose. Third party technology that may be appropriate or necessary for use with Database Standard Edition is specified in the FreeFlow Process Manager documentation or as otherwise notified by Xerox and such third party technology is licensed to you only for use with FreeFlow Process Manager under the terms of the third party license agreement specified in the FreeFlow Process Manager documentation or as otherwise notified by Xerox and not under the terms of this Agreement.

3. You will discontinue use of Database Standard Edition upon termination of this Agreement.

4. You will not publish the results of any benchmark tests of Database Standard Edition contained in FreeFlow Process Manager.

5. You will comply with all applicable laws regarding export and import of Database Standard Edition.

6. Oracle is a third party beneficiary of this Agreement to the extent this Agreement contains provisions which relate to your use of Database Standard Edition, including the limitation of liability and software license provisions therein.

7. The Uniform Computer Information Transactions Act does not apply to the license of Database Standard Edition.

B. If FreeFlow Process Manager contains Database Express Edition, the following additional terms apply:

1. Database Express Edition includes the software product and program documentation. "License" refers to your right to use the programs under the terms of this Subsection B. The substantive and procedural laws of California govern this License and you agree to submit to the exclusive jurisdiction and venue of the courts of California in any dispute relating to this License.

2. Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for: (a) purposes of developing, prototyping and running your applications for your own internal data processing operations; (b) you may also distribute Database Express Edition with your applications; (c) you may use Database Express Edition to provide third party demonstrations and training; and (f) you may copy and distribute Database Express Edition to your licensees provided that each such licensee agrees to the terms of this License. You are not permitted to use Database Express Edition for any purpose other than as permitted under this License.

3. Database Express Edition documentation is either shipped with Database Express Edition, or documentation may be accessed online at http://www.oracle.com/technology/documentation.

4. Use of Database Express Edition is subject to the following limitations: (a) Database Express Edition is limited to a single instance on any server; (b) Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server; (c) Database Express Edition may only be used to support up to 4GB of user data (not including Database Express Edition system data); and (d) Database Express Edition may use up to 1 GB RAM of available memory.

5. You agree not to use Oracle trademarks (including "ORACLE") or potentially confusing variations (including "ORA") as a part of your product name(s), service name(s), company name, or domain name(s). Oracle retains all ownership and intellectual property rights in Database Express Edition and: (a) you may make a reasonable number of copies of Database Express Edition for backup purposes; and (b) you may not: (i) remove or modify any Database Express Edition markings or any notice of our proprietary rights; (ii) assign this License or give or transfer Database Express Edition to another individual or entity except as specified in this License; (iii) cause or permit reverse engineering or decompilation of Database Express Edition; or

(iv) disclose results of any Database Express Edition benchmark tests without our prior consent.

6. You agree that: (a) U.S. export control laws and other applicable export and import laws govern your use of Database Express Edition, including technical data; and (b) neither Database Express Edition nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

7. DATABASE EXPRESS EDITION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. $1,000).

8. Oracle's technical support organization will not provide technical support, phone support, or updates to you for Database Express Edition

9. You may terminate this License by destroying all copies of Database Express Edition. Oracle has the right to terminate your right to use Database Express Edition if you fail to comply with any of the terms of this License, in which case you shall destroy all copies of Database Express Edition.

10. The relationship between you and Oracle is that of licensee/licensor and: (a) neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity; and (b) nothing in this License shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

11. "Open Source" software is software available without charge for use, modification and distribution that is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user "combines" with the Open Source software freely available in source code form; and if you use Open Source software in conjunction with Database Express Edition, you must ensure that your use does not: (i) create, or purport to create, obligations of Oracle with respect to the Oracle programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Oracle's intellectual property or proprietary rights in Database Express Edition. For example, you may not develop a software program using Database Express Edition and an Open Source program where such use results in a program file(s) that contains code from both Database Express Edition and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine Database Express Edition with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, Database Express Edition or any modifications thereto to become subject to the terms of the GPL.

The following terms apply to FreeFlow Software licensed to U.S. government customers:

A. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

B. Adobe Software is a "commercial item", as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

C. Oracle Software is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable. The manufacturer is Oracle Corporation, 500 Oracle Parkway, Redwood City, CA 94065.

PRICING PLAN/OFFERING SELECTED:

3. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will

Terms and Conditions

not increase during the initial Term of this Agreement.

4. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

CONTRACTUAL PROVISIONS ATTACHMENT

Important   This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it
is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby
incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof,
said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and
control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is
incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and
jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration,
sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may
terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to
the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this
contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end
of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual
payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination
of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the
contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend,
hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas
Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the
Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42
U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry,
or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for
employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116;
(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure
to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights
Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part,
by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable
provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in
part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who
employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000
or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals
and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its
agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to
pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no
provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas
or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly
authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions
thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or
local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other
subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or
damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage
to any property in which the contractor holds title.

11. **Information**: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to
information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be
reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Customer: TRANSPORTATION, KANSAS DEPARTMENT OF

BillTo: STATE OF KS DEPT OF
TRANSPORTATION
700 Sw Harrison St
Topeka, KS 66603-3745

Install: STATE OF KS DEPT OF
TRANSPORTATION
Scott Olipoby
700 Sw Harrison St
Topeka, KS 66603-3745

Tax ID#: *

Negotiated Contract : 072396700

(handwritten) Product Desc.   agreement Info   Tradein Info   Install Date

Solution			
1. P120MFFC (NUVERA 120 EA W/SCAN) · Imposition License · Mff W/hole Punch · Productivity Pack · Postscript & Ppml Sw · Customer Ed · Analyst Services	Lease Term: 60 months Purchase Option: FMV	· Xerox 120CP S/N KRC554413 Trade-In as of Payment 15	6/16/2011 *(handwritten)* 7/1/11

(handwritten) Lease   Print Charges   maintenace Plan Features

Monthly Pricing						
1. P120MFFC	$2,058.37	1: Meter 1	1 - 50,000	Included	· Consumable Supplies Included for all prints
			50,001+	$0.0045	· Pricing Fixed for Term
Total	$2,058.37	Minimum Payments (Excluding Applicable Taxes)			

" The Provisions found in the Contractual
Provisions Attachment (Form DA-146a, Rev. 04-
11), which is attached hereto, are hereby
incorporated in this contract and made a part
thereof."

Accepted For Xerox Corporation
BY: _____
John C Wallace
Operations Leader
Date: MAY 27, 2011

Authorized Signature *(handwritten)* Jcw 5/26/11 5/27/11

Customer acknowledges receipt of the terms of this agreement
which consists of 2 pages including this face page.

Signer: Deana Merryman   Phone: 785-286-3545

Signature: _____ Date: 5/31/11

(handwritten) cem 5/26/11 Jcw 5/27/11

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If 'Pricing Fixed for Term' is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

3. REFINANCE. The 'Amount Refinanced' is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

4. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

cem
5/26/11

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Customer: TRANSPORTATION, KANSAS DEPARTMENT OF

BillTo: STATE OF KS DEPT OF
TRANSPORTATION
700 Sw Harrison St
Topeka, KS 66603-3745

Install: STATE OF KS DEPT OF
TRANSPORTATION
Scott Otipoby
700 Sw Harrison St
Topeka, KS 66603-3745

Tax ID#: 481124839

Negotiated Contract : 072398700

Solution

Item	Product Description	Agreement Information		Requested Install Date
1. X700XV (EXTERNAL XRX 700'V') - D4 Z-folder - Over Hicap Feed-2try - 700 Interface Module - Lt Prod C Book Maker		Lease Term: 60 months Purchase Option: FMV		9/1/2011
2. X70FFSPRO (X700 FFPS PRO VERS.) - Customer Ed - Analyst Services		Lease Term: 60 months Purchase Option: FMV		8/12/2011

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
1. X700XV	$949.26	1: Meter 1 2: Meter 2	All Prints All Prints	$0.0559 $0.0147	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. X70FFSPRO	$460.90	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
Total	$1,410.16	Minimum Payments (Excluding Applicable Taxes)			

" The Provisions found in the Contractual
Provisions Attachment (Form DA-146a, Rev. 04-
11), which is attached hereto, are hereby
incorporated in this contract and made a part
thereof."

Authorized Signature

Customer acknowledges receipt of the terms of this agreement
which consists of 4 pages including this face page.

Signer: _Deana Merryman_   Phone: _296-3266_

Signature: _Deana Merryman_   Date: _8/24/11_

Thank You for your business!
This Agreement is proudly presented by Xerox and

David L Yourdon
(316)689-8013

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

xerox

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the 'Documents'); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used only by you and only to perform such function; (5) your obligations to remit payments under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) this Agreement has been approved by a majority vote of all members of your governing body, is subject to and governed by provisions of the Kansas Statutes Annotated Section 72-8225, and any assignment of rights under this Agreement will contain a citation of such statute and a recitation that this Agreement and assignment thereof are subject to change or termination by the Kansas Legislature.

3. FUNDING. This provision is applicable to governmental entities only. Notwithstanding anything in the Agreement to the contrary, you are obligated only to pay payments or monthly installments under the Agreement as may lawfully be made from (i) funds budgeted and appropriated for that purpose during your current budget year, or (ii) funds made available from any lawfully operated revenue producing source. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire Term and to make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server/DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready, FreeFlow Process Manager, FreeFlow Output Manager, FreeFlow Web Services, and FreeFlow Print Manager Advanced Print Path ("FreeFlow Application Software") and will be additive to and supplement those found elsewhere in this Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

A. FreeFlow Software may contain Java technology licensed from Oracle Corporation ("Oracle"). You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements through a separate agreement available at www.java.net. Oracle supports and thanks the global community of open source developers for its important contributions. Oracle benefits from this community through the open standards-based technology from which many of Oracle's products were developed. Please note that portions of FreeFlow Software may be provided with notices and licenses from open source developers and other third parties that govern the use of those portions. Any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all FreeFlow Software.

B. FreeFlow Base Software may contain Intellifont Software licensed from Monotype Imaging, Inc. ('Monotype'). You acknowledge that title to the Intellifont Software remains at all times with Monotype and agree not to disclose the Intellifont Software to any third party without the prior written consent of Monotype and Xerox.

C. FreeFlow Software may include and/or incorporate certain software provided by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110 ('Adobe').

1. Adobe, Adobe Configurable PostScript Interpreter, Adobe Normalizer, Adobe Postscriptié and Adobe PDF Library (individually and collectively 'Adobe Software') are either registered trademarks or trademarks of Adobe in the United States and/or other countries. Any use by you of trademarks permitted hereunder will be in accordance with accepted trademark practice, including identification of the trademark owner's name.

2. Adobe is a third party beneficiary of this Agreement to the extent that this Agreement contains provisions which relate to your use of Adobe Software. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to Xerox.

3. You are granted the right to use (a) the digitally-encoded machine-readable outline data ('Font Programs') encoded in the special format and in the encrypted form ('Coded Font Programs') to produce weights, styles, and versions of letters, numerals, characters and symbols ('Typefaces') on the unit(s) of Equipment with which the Coded Font Programs were provided by Xerox, or if you install FreeFlow Application Software on a computer that you supply, then only on such computer; and (b) the trademarks used by Xerox to identify the Coded Font Programs and Typefaces only to identify printed output produced by the Coded Font Programs.

4. You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as 'licensed for editable embedding' at www.adobe.com/type/browser/legal/embeddingeula.html, you may also embed copies of that Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

5. If you license FreeFlow Process Manager without also licensing the 100-User PDF Conversion or the Maximum-User PDF Conversion option, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes. If you have also licensed the 100-User PDF Conversion option, you may use FreeFlow Process Manager to convert files into the Adobe PDF format for a maximum of one hundred (100) users.

6. If you license FreeFlow Web Services, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes.

7. Adobe disclaims, to the extent permitted under applicable laws, any warranty obligations or other liabilities on the part of Adobe or its suppliers.

D. You will not, without the prior written consent of Xerox and its licensors:

1. Alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output.

2. Use the FreeFlow Software in any way that is not authorized by this Agreement.

3. Use the embedded code within the FreeFlow Software outside of the equipment on which it was installed in a stand-alone, time-share or service bureau model.

4. Disclose the results of any performance or benchmark tests of the FreeFlow Software.

5. Use the FreeFlow Software for any purpose other than to carry out the purposes of this Agreement.

6. Disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

E. Upon not less than forty-five (45) days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably

Terms and Conditions

interfere with your business activities. You agree to cooperate with the audit and provide reasonable assistance and access to information including, but not limited to, relevant records, agreements, workstations, servers, and technical personnel. ~~If an audit reveals that you have underpaid fees in excess of five percent (5%), then you will pay Xerox's and/or its licensors' reasonable costs of conducting the audit.~~

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8/24/11*

F. In the event FreeFlow Process Manager is subject to a lending or leasing arrangement entered into with a party other than Xerox ("Financing Arrangement"), then, for the shorter of ten (10) years from the date of such Financing Arrangement or the specified term thereof, the party that provides the Financing Arrangement will not be prevented from enforcing a valid security interest by the nontransferable nature of the license granted to you hereunder, provided that the rights acquired by such party will otherwise be restricted in accordance with the terms set forth in this Agreement governing Application Software.

G. If you license FreeFlow Makeready Copyright Management ("FFCM"), the following terms apply:

1. You will not disclose the results of any benchmark test of Microsoft SQL Server to any third party without Microsoft's prior written approval.

2. If you use the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"), you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rightsholder terms governing use of materials, which are accessible in FFCM.

3. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM.

4. THE CCC SERVICE IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

H. If you install FreeFlow Application Software on a computer that you supply, the following terms apply:

1. You may only install and use FreeFlow Process Manager on a computer having the ability to run a maximum of four processors.

2. Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation").

3. IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A Workstation, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES.

4. You are solely responsible for: (a) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (b) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (c) ensuring that such Workstation meets Xerox's published specifications. Xerox reserves the right to charge a fee at its then-current time-and-materials rate for any time spent supporting a Workstation that does not meet Xerox's published specifications.

FreeFlow Process Manager contains either Oracle Database Standard Edition ("Database Standard Edition") or Oracle Database Express Edition ("Database Express Edition") database software and documentation (collectively, "Oracle Software") licensed from Oracle.

A. If FreeFlow Process Manager contains Database Standard Edition, the following additional terms apply:

1. You will not assign or transfer Database Standard Edition or any interest therein to any third party (in the event you grant a security interest in Database Standard Edition, the secured party has no right to use or transfer Database Standard Edition).

2. You will not make Database Standard Edition available to any third party for any purpose. Third party technology that may be appropriate or necessary for use with Database Standard Edition is specified in the FreeFlow Process Manager documentation or as otherwise notified by Xerox and such third party technology is licensed to you only for use with FreeFlow Process Manager under the terms of the

third party license agreement specified in the FreeFlow Process Manager documentation or as otherwise notified by Xerox and not under the terms of this Agreement.

3. You will discontinue use of Database Standard Edition upon termination of this Agreement.

4. You will not publish the results of any benchmark tests of Database Standard Edition contained in FreeFlow Process Manager.

5. You will comply with all applicable laws regarding export and import of Database Standard Edition.

6. Oracle is a third party beneficiary of this Agreement to the extent this Agreement contains provisions which relate to your use of Database Standard Edition, including the limitation of liability and software license provisions therein.

7. The Uniform Computer Information Transactions Act does not apply to the license of Database Standard Edition.

B. If FreeFlow Process Manager contains Database Express Edition, the following additional terms apply:

1. Database Express Edition includes the software product and program documentation. 'License' refers to your right to use the programs under the terms of this Subsection B. The substantive and procedural laws of California govern this License and you agree to submit to the exclusive jurisdiction and venue of the courts of California in any dispute relating to this License.

2. Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for: (a) purposes of developing, prototyping and running your applications for your own internal data processing operations; (b) you may also distribute Database Express Edition with your applications; (e) you may use Database Express Edition to provide third party demonstrations and training; and (f) you may copy and distribute Database Express Edition to your licensees provided that each such licensee agrees to the terms of this License. You are not permitted to use Database Express Edition for any purpose other than as permitted under this License.

3. Database Express Edition documentation is either shipped with Database Express Edition, or documentation may be accessed online at http://www.oracle.com/technology/documentation.

4. Use of Database Express Edition is subject to the following limitations: (a) Database Express Edition is limited to a single instance on any server; (b) Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server; (c) Database Express Edition may only be used to support up to 4GB of user data (not including Database Express Edition system data); and (d) Database Express Edition may use up to 1 GB RAM of available memory.

5. You agree not to use Oracle trademarks (including 'ORACLE') or potentially confusing variations (including 'ORA') as a part of your product name(s), service name(s), company name, or domain name(s). Oracle retains all ownership and intellectual property rights in Database Express Edition and: (a) you may make a reasonable number of copies of Database Express Edition for backup purposes; and (b) you may not: (i) remove or modify any Database Express Edition markings or any notice of our proprietary rights; (ii) assign this License or give or transfer Database Express Edition to another individual or entity except as specified in this License; (iii) cause or permit reverse engineering or decompilation of Database Express Edition; or (iv) disclose results of any Database Express Edition benchmark tests without our prior consent.

6. You agree that: (a) U.S. export control laws and other applicable export and import laws govern your use of Database Express Edition, including technical data; and (b) neither Database Express Edition nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

7. DATABASE EXPRESS EDITION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ORACLE FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. $1,000).

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Terms and Conditions

8. Oracle's technical support organization will not provide technical support, phone support, or updates to you for Database Express Edition

9. You may terminate this License by destroying all copies of Database Express Edition. Oracle has the right to terminate your right to use Database Express Edition if you fail to comply with any of the terms of this License, in which case you shall destroy all copies of Database Express Edition.

10. The relationship between you and Oracle is that of licensee/licensor and: (a) neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity; and (b) nothing in this License shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

11. 'Open Source' software is software available without charge for use, modification and distribution that is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form; and if you use Open Source software in conjunction with Database Express Edition, you must ensure that your use does not: (i) create, or purport to create, obligations of Oracle with respect to the Oracle programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Oracle's intellectual property or proprietary rights in Database Express Edition. For example, you may not develop a software program using Database Express Edition and an Open Source program where such use results in a program file(s) that contains code from both Database Express Edition and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any 'modifications' be made freely available. You also may not combine Database Express Edition with programs licensed under the GNU General Public License ('GPL') in any manner that could cause, or could be interpreted or asserted to cause, Database Express Edition or any

modifications thereto to become subject to the terms of the GPL.

The following terms apply to FreeFlow Software licensed to U.S. government customers:

A. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ('DOD'), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

B. Adobe Software is a 'commercial item', as that term is defined at FAR 2.101, consisting of 'commercial computer software and 'commercial computer software documentation' as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

C. Oracle Software is 'commercial computer software' and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable. The manufacturer is Oracle Corporation, 500 Oracle Parkway, Redwood City, CA 94065.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If 'Pricing Fixed for Term' is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

State of Kansas
Department of Administration
DA-146a   (Rev. 04-11)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."